

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is entered into by and among the following parties, hereinafter referred to as (the “**Parties**”) on January 6, 2020:

- (1) EQUITY ACQUISITION COMPANY LTD. a company incorporated under the laws of the Islands of Bermuda having its registered office at Victoria Place, 31 Victoria Street, Hamilton HM 10, Bermuda (“**EAC**”); and
- (2) CARSTEN KLEIN residing at 7183 NW Avenue, Parkland, Florida 33076, USA (“**Klein**”); and
- (3) KATHY BAZOIAN PHELPS of Diamond McCarthy LLP, 1999 Avenue of the Stars, Suite 1100, Los Angeles, California 90067, U.S.A., solely in her capacity as the successor receiver of SRA Management Associates, LLC, SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV, LLC, Clear Sailing Group V, LLC, Felix Multi-Opportunity Fund I, LLC, Felix Multi-Opportunity Fund II, LLC, Felix Management Associates, LLC, NYPA Fund I, LLC, NYPA Fund II, LLC, NYPA Management Associates, LLC and Solis Associates Fund (the “**Receiver**”).

RECITALS

WHEREAS:

A. The Receiver is the court-appointed Receiver of SRA Management Associates, LLC, SRA I, LLC, SRA II, LLC, SRA III, LLC, Clear Sailing Group IV, LLC, Clear Sailing Group V, LLC, Felix Multi-Opportunity Fund I, LLC, Felix Multi-Opportunity Fund II, LLC, Felix Management Associates, LLC, NYPA Fund I, LLC, NYPA Fund II, LLC, NYPA Management Associates, LLC and Solis Associates Fund (together the “**SRA Entities**” or the “**Receivership Entities**”) in respect of the proceedings in United States District Court for the Northern District of California (the “**Court**”) in the *Securities and Exchange Commission v. John V. Bivona, et al.*, Case No. 3:16-cv-01386, proceeding, as set forth in the Court’s Order of October 11, 2016 (Docket No. 142) and the Court’s Order of February 28, 2019 (Docket No. 469) (the “**Proceedings**”);

B. EAC, Klein and the Receiver have engaged in negotiations to resolve certain issues between them (the “**Dispute**”) in respect of:

1. Certain shares and/or the contractual rights to shares that are now in the name of SRA Entities but that EAC claims are beneficially owned by it;
2. Certain shares and/or the contractual rights to shares that are now in the name of EAC but that the Receiver claims are beneficially owned by the SRA Entities and should be property of the receivership estate in the Proceedings.

3. Moneys, in respect of fees, and other matters allegedly previously settled between SRA Entities and Klein, as Klein claims are owed to him;
4. Moneys, in respect of share transactions and other matters allegedly previously settled between SRA Entities and EAC, as EAC claims are owed to it on behalf of the underlying investors for whom EAC held such shares.

C. The Receiver has proposed a Plan of Distribution (the “Plan”) in the Proceedings which is pending before the Court. EAC and its counsel have reviewed the Plan and are familiar with its contents.

D. As of the date of execution of this Agreement, the status of the securities investments which are at issue as between EAC and the Receivership Estate are as follows:

Company	Current Status
Addepar, Inc.	Pre-IPO
Airbnb	Pre-IPO
Bloom Energy Inc.	Public
Cloudera, Inc.	Public
DropBox	Public
Evernote Corp.	Pre-IPO
Lookout, Inc.	Pre-IPO
Lyft, Inc.	Public
MongoDB	Public
Palantir Inc.	Pre-IPO
Pinterest, Inc.	Public
Uber Inc.	Public
ZocDoc, Inc.	Pre-IPO

E. EAC contends it has claims against the receivership estate in connection with certain guarantees made to its investors, Kenneth Lacey (“Lacey”) and Alexander Pisemskiy (“Pisemskiy”), and Klein contends he has a claim for earned commissions on account of closed transactions with one or more of the Receivership Entities.

F. None of EAC, Klein, Lacey nor Pisemskiy has submitted a proof of claim against the Receivership Estate. None of EAC, Klein, Lacey nor Pisemskiy are Claimants or Transferors as contemplated by the United States Treasury Regulations implementing IRC §468(g).

G. The negotiations between the Receiver, EAC and Klein of the Dispute have been conducted in good faith at arm’s length and have resulted in an agreement that involves the transfers of shares and/or contractual rights to shares between them, and the allowance of a subordinated claim by each of EAC on behalf of its investors and Klein against the receivership estate as set forth herein. The transfers of shares and contractual rights are not distributions by the Receiver to Claimants or Transferors.

AGREED TERMS

1. AGREEMENT SUBJECT TO COURT APPROVAL

- 1.1 The parties hereby agree that this Agreement shall be fully and effectively binding on them upon the issuance by the Court of an order (the “**Court Order**”) under the Proceedings expressly approving this Agreement and affirming the each of the transfers and claims in the Receivership to be made by the Parties pursuant to Clause 2 of this Agreement and authorizing the Receiver to implement such provisions. The parties may request entry of separate orders approving each of the contemplated transfers if deemed necessary to assist in implementation of this Agreement (“Implementation Orders”).
- 1.2 In the event the Court Order is not granted or is granted on terms that do not materially reflect all of the provisions of Sections 2 and 3, without variation, this Agreement shall be of no effect.
- 1.3 The Parties agree to cooperate and use their best endeavors to ensure that the Court Order or other Implementation Orders shall be granted by the Court.

2. TRANSFER OF SHARES

- 2.1 EAC shall transfer the right title and beneficial interest in the following securities, or contractual rights to shares, to the Receiver and, upon granting of the Court Order, pending transfer of their title to the Receiver, such securities shall be deemed to be beneficially owned by the Receiver, namely:
 - a. 11,125 shares of *Airbnb, Inc.*;
 - b. 9,479 shares of *Lyft, Inc.*;
 - c. 23,206 shares of *Pinterest, Inc.*;
 - d. 500 shares of *Uber Technologies, Inc.*;
 - e. 317,649 shares of *Palantir Technologies, Inc.*; and
 - f. 1,495 shares of *ZocDoc, Inc.*
- 2.2 EAC shall cause the transfer of the shares set forth in Section 2.1 hereof as follows:
 - a. 11,125 shares of Airbnb, Inc.: Within 5 business days of Court approval of this Agreement, EAC and the Receiver shall sign joint instructions in substantially the form of Exhibit “1” attached hereto to the obligor under the forward contract for Airbnb shares, allocating 11,125 shares to the Receiver and directing the obligor to deliver those shares to the name of the Receiver upon a liquidity event and the expiration of all applicable lockup periods. To the extent that Airbnb repurchases or makes distribution payments to EAC in respect of such shares prior to the transfer of

- title to the Receiver (irrespective of whether such repurchases or distribution payments predate the date of this Agreement), EAC shall transfer to the Receiver the payments attributable to such Airbnb shares. Nothing in this Section 2.2 constitutes an assignment by EAC to the Receiver of the Forward Purchase and Sale of Securities Agreement, dated June 17, 2015, between EAC and Monroe Labouisse (the “**Airbnb Forward Purchase Agreement**”) pursuant to which Mr. Labouisse is obligated to transfer a portion of his shares of Airbnb stock to EAC, including the 11,125 shares described in this Section 2.2a. EAC shall take all actions necessary to enforce the Airbnb Forward Purchase Agreement, including enforcement of its right to require Mr. Labouisse to deliver the shares of Airbnb stock at the time and in the manner provided in the Airbnb Forward Purchase Agreement. EAC shall not consent to any termination or amendment of the Airbnb Forward Purchase Agreement or agree to waive any of its rights under that agreement without the prior written consent of the Receiver. To the extent that consent of Mr. Labouisse is required but not obtained, EAC shall transfer 11,125 shares of Airbnb to the Receiver within 2 business days of receipt of those shares from Mr. Labouisse and the expiration of any and all restrictions on the transfer of the shares to the Receiver.
- b. 9,479 shares of Lyft, Inc.: Following entry of a court order approving this Agreement and within 5 business days of notification by the Receiver to EAC with a copy of the Court Order and with proper delivery instructions in respect of the shares, EAC shall transfer 9,479 shares of Lyft, Inc. to the Receiver by instructing the transfer agent to deliver those shares to the designated brokerage account of the Receiver.
- c. 23,206 shares of Pinterest: Following entry of a court order approving this Agreement and within 5 business days of notification by the Receiver to EAC with a copy of the Court Order and with proper delivery instructions in respect of the shares, EAC shall transfer 23,206 shares of Pinterest to the Receiver by instructing the transfer agent to deliver those shares to the designated brokerage account of the Receiver.
- d. 500 shares of Uber: Following entry of a court order approving this Agreement and within 5 business days of notification by the Receiver to EAC with a copy of the Court Order and with proper delivery instructions in respect of the shares, EAC shall transfer 500 shares of Uber to the Receiver by instructing the transfer agent to deliver those shares to the Receiver. The Parties understand that the lockup period will expire on or about December 10, 2019.
- e. 317,649 shares of Palantir: EAC and the Receiver shall sign joint instructions in substantially in the form of Exhibit “2” attached hereto to Palantir and/or its general counsel instructing Palantir to allocate 317,649 shares presently allocated to EAC to the Receiver. It is the Parties’ intention that, upon a liquidity event and the expiration of all applicable lockup periods, Palantir shall deliver those shares to the Receiver. In the event that Palantir fails to deliver the shares to the Receiver and instead delivers them to EAC, EAC shall, within 5 business days of receipt of those shares, transfer them to the Receiver’s name either directly or through a transfer agent. To the extent

that Palantir repurchases or makes distribution payments to EAC in respect of such shares prior to the transfer of title to the Receiver (irrespective of whether such repurchases or distribution payments predate the date of this Agreement), EAC shall transfer to the Receiver the payments attributable to such Palantir shares. To the extent that there are restrictions that limit EAC's ability to transfer the Palantir shares to the Receiver pursuant to the instructions, EAC shall transfer 317,649 shares of Palantir to the Receiver within two business days of receipt of those shares by EAC following a public offering and expiration of any and all restrictions on the transfer of those shares to the Receiver.

- f. 1,495 shares of ZocDoc: EAC and the Receiver shall sign joint instructions in substantially in the form of Exhibit "3" attached hereto to ZocDoc and/or its general counsel instructing ZocDoc to allocate 1,495 shares presently allocated to EAC to the Receiver. It is the Parties' intention that, upon a liquidity event and the expiration of all applicable lockup periods, ZocDoc shall deliver those shares to the Receiver. In the event that ZocDoc fails to deliver the shares to the Receiver and instead delivers them to EAC, EAC shall, within 5 business days of receipt of those shares, transfer them to the Receiver's name either directly or through a transfer agent. To the extent that ZocDoc repurchases or makes distribution payments to EAC in respect of such shares prior to the transfer of title to the Receiver (irrespective of whether such repurchases or distribution payments predate the date of this Agreement), EAC shall transfer to the Receiver the payments attributable to such ZocDoc shares.

2.3 The Receiver shall transfer the right, title and beneficial interest in the following shares, or contractual rights to shares, to EAC and, upon granting of the Court Order, pending transfer of their title to the EAC, such securities shall be deemed to be beneficially owned by the EAC, namely:

- a. 33,789 shares of *Addepar, Inc.*;
- b. 2,349 shares of *Bloom Energy, Inc.*;
- c. 7,399 shares of *Cloudera, Inc.*;
- d. 3,892 shares of *Evernote, Corp*; and
- e. 37,676 shares of *Lookout, Inc.*

2.4 The Receiver shall cause the transfer of the shares set forth in Section 2.3 hereof to EAC at an account to be designated by EAC when each of the following events has occurred: (a) the stocks are publicly traded or otherwise there is a liquidity event which allows those shares to be sold or transferred to EAC; (b) all applicable lockup periods have expired; (c) all required consents have been received and notices given; and (d) EAC has fully consummated each of the actions set forth in Section 2.2 b, c, and d hereof and the joint instructions have been signed and delivered to the obligor under the forward contract as set forth in Section 2.2 a, and the companies as set forth in Section 2.2 e and f hereof. Until each of these events has occurred, the Receiver shall have no obligation to make transfers of any of the shares set forth in Section 2.3 to EAC. Nothing in this Section 2.2 constitutes an assignment by the Receiver to EAC of the

Forward Purchase and Sale of Securities Agreement, between Landon Capital Management LLC and David Feldman (the “**Lookout Forward Purchase Agreement**”) pursuant to which Mr. Feldman is obligated to transfer a portion of his shares of Lookout stock to Landon Capital Management LLC, including the 37,676 shares described in Section 2.3. The Receiver shall take all actions reasonable and necessary to enforce the Lookout Forward Contract Agreement, including enforcement of its right to require Mr. Feldman to deliver the shares of Lookout stock at the time and in the manner provided in the Lookout Forward Purchase Agreement. The Receiver shall not consent to any termination or amendment of the Lookout Forward Purchase Agreement or agree to waive any of its rights under that agreement without the prior written consent of EAC. To the extent that consent of Mr. Feldman is required but not obtained, the Receiver shall transfer 37,676 shares of Lookout to EAC within two business days of the Receiver’ receipt of those shares from Mr. Feldman and the expiration of any and all restrictions on the transfer of those shares to EAC.

2.5 EAC shall transfer the right title and beneficial interest in 835,000 shares of *Practice Fusion, Inc.* and, upon granting of the Court Order, pending transfer of their title to the Receiver, such securities shall be deemed to be beneficially owned by the Receiver. Furthermore, to the extent that Practice Fusion, Inc. has repurchased or made distribution payments to EAC in respect of such shares prior to the transfer of title to the Receiver (irrespective of whether such repurchases or distribution payments predate the date of this Agreement), EAC shall transfer to the Receiver the payments attributable to such 835,000 Practice Fusion shares. EAC represents that no such payments have been made to it on account of the Practice Fusion shares as of the date of this Agreement. Any future payments from Practice Fusion on account of the 835,000 shares that are made to EAC shall be remitted to the Receiver within 5 business days of receipt of such payments.

3 ALLOWANCE OF CLAIMS

3.1 Subject to Court approval of this Agreement, the Receiver shall treat this Agreement, without further undertaking, representation, as a validly submitted and accepted proof of claim submitted by EAC on behalf of its ultimate investors, in the Receivership of the SRA Entities (the “EAC Claim”) as follows:

- a. A Proof of Claim in the amount of US\$500,000 on behalf of Kenneth Lacey to be accepted by the Receiver as a subordinated creditor of the SRA Entities, which shall be paid only following payment in full to administrative fees and expenses, federal and state taxes, priority claims, unsecured creditor claims and investor claims. It is presently contemplated that this claim will be included in Class 5 of the Plan and to only receive distribution following payment in full to all Allowed Claims in Classes 1, 2, 3 and 4; and
- b. A Proof of Claim in the amount of US\$500,000 on behalf of Alexander Pisemskiy to be accepted by the Receiver as a subordinated creditor of the SRA Entities, which shall be paid only following payment in full to administrative fees and expenses, federal and state taxes, priority claims, unsecured creditor claims and

investor claims. It is presently contemplated that this claim will be included in Class 5 of the Plan and to only receive distribution following payment in full to all Allowed Claims in Classes 1, 2, 3 and 4.

3.2 The Receiver shall treat this Agreement, without further undertaking, representation or filing by Klein, as a validly submitted and accepted proof of claim submitted by Klein in the Receivership of the SRA Entities in an amount of US\$100,000, to be accepted by the Receiver as a subordinated creditor of the SRA Entities, which shall be paid only following payment in full to administrative fees and expenses, federal and state taxes, priority claims, unsecured creditor claims and investor claims, and to be paid pro rata with all other subordinated creditors of the SRA Entities (the "Klein Claim"). The Klein Claim is presently contemplated to be included in Class 5 of the Plan and to only receive distribution following payment in full to all Allowed Claims in Classes 1, 2, 3 and 4.

4. RELEASE

4.1 This Agreement is in full and final settlement of, and each party hereby releases and forever discharges, all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the parties or to the law, and whether in law or equity, that it ever had, may have or hereafter can, shall or may have against the other party arising out of or connected with the Dispute and the underlying facts relating to the Dispute any other matter arising out of or connected with the relationship between EAC, Klein and their related parties and the Receiver and the SRA Entities. This Agreement and its Release only bind the Parties to this Agreement and do not impair or release any other claims, including those of the United States Securities and Exchange Commission.

4.2 Except as otherwise set forth in this Agreement and any obligations under this Agreement, EAC and Klein and each of their predecessors, successors, employees, attorneys, insurers, agents, representatives and assigns, past, present, or future, release and forever discharge the Receiver and her predecessors, successors, parents, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns, past, present or future, and the Receivership Entities, their predecessors, successor, parents, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that EAC and Klein ever had, now have, or hereafter may have against the Receiver and her predecessors, successors, attorneys, agents, representatives and assigns, and against the Receivership Entities, their predecessors, successor, parents, subsidiaries, affiliates, officers, directors, employees, attorneys, insurers, agents, representatives and assigns.

4.3 Except as otherwise set forth in this Agreement and any obligations under this Agreement, the Receiver on behalf of the Receivership Entities and their receivership estate releases and forever discharges EAC and Klein, their predecessors, successors,

attorneys, agents, representatives and assigns, past, present, or future, from any and all claims, losses, liabilities, obligations, suits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that the Receiver ever had, now has, or hereafter may have against EAC and Klein arising out of or related to the Dispute, and any claim asserted by EAC and Klein against the Receivership estate.

- 4.4 With respect to the releases by the Parties set forth in this Agreement, the Parties, and each of them, expressly waive and release any rights or benefits that they may have under Section 1542 of the Civil Code of the State of California which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, must have materially affected his or her settlement with the debtor or released party.

- 4.5 The Parties expressly waive and release the rights or benefits of Section 1542 of the Civil Code of the State of California, and any similar statute, code, law or regulation of any state, territory, commonwealth or possession of the United States, or the United States, to the full extent that they may waive all such rights and benefits pertaining to the claims released herein. The Parties, and each of them, acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true pertaining to the claims released herein. Nevertheless, it is the intention of the Parties, and each of them, through this Agreement to fully, finally and forever release all of the claims each of them respectively releases herein. The releases herein given shall be and remain in effect as a full and complete release of the claims released herein notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto.

- 4.6 No Assignment of the Released Claims. The Parties, and each of them, represent and warrant to the other that each Party is the sole and lawful owner of all right, title and interest in and to each of the claims released herein and has not heretofore assigned or transferred, or purported to assign or transfer, to any individual, partnership, corporation, firm, estate or entity, any of the claims released herein. The Parties, and each of them, hereby agree to indemnify, defend and hold harmless the other party released herein from and against all claims based upon or arising out of or in connection with any assignment or transfer or purported assignment or transfer of any of the claims.

5. CAPACITY OF RECEIVER

The Parties acknowledge that the Receiver is acting solely in her capacity as the receiver for the Receivership Entities and their subsidiaries and affiliates, and that she has no personal liability whatsoever with respect to this Agreement or the transactions described herein.

6. AGREEMENT NOT TO SUE

Each party agrees, on behalf of itself and on behalf of its Related Parties not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party or its related parties any action, suit or other proceeding concerning the released claims, in any jurisdiction, save to the extent that such action is required in order to compel delivery of title to any of the shares described in paragraphs 2.1, 2.2, 2.3, 2.4 or 2.5 or to otherwise enforce this Agreement.

7. WARRANTIES AND AUTHORITY

7.1 Each party warrants and represents that it has not sold, transferred, assigned or otherwise disposed of its interest in the matters settled and released under this Agreement.

7.2 Subject to Section 2.1, each party warrants and represents to the other with respect to itself that it has the full right, power and authority to execute, deliver and perform this Agreement.

8. NO ADMISSION

This Agreement is entered into in connection with the compromise of disputed matters and in the light of other considerations. It is not, and shall not be represented or construed by the parties as, an admission of liability or wrongdoing on the part of either party to this agreement or any other person or entity.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

10. CO-OPERATION

The parties shall deliver or cause to be delivered such instruments and other documents at such times and places as are reasonably necessary or desirable, and shall take any other action reasonably requested by the other party, at their own expense, for the purpose of putting this Agreement into effect and obtaining the Court Order and any Implementation Order. Nothing in this Agreement shall oblige either of EAC or Klein to join or otherwise become a party to the Proceedings or to join as party to any application arising out of or forming part of the Proceedings. For the avoidance of doubt, to the extent that this Agreement requires that the Court Order or any Implementation Orders are to be granted,

the application for such Court Order or Implementation Orders shall be made solely by the Receiver, who shall provide a copy to EAC and Klein of any such application for Court Order or Implementation Orders to be filed at least 3 days prior to the filing of such application for their review and comment.

11. COSTS

Each Party shall bear its own legal and other costs in relation to the Dispute and this Agreement. Any costs attributable to transfer fees in connection with the transfer of shares set forth in Section 2 hereof shall be split evenly between the parties; however such costs shall be limited to transfer fees charged by the transferor of the shares and shall not include attorneys fees incurred by the parties or other costs.

12. JURISDICTION

12.1 Each Party submits to the jurisdiction of the Court for any action, suit or proceeding to enforce this Agreement, and agrees that any such action, suit or proceeding shall be brought solely in the Court. Each Party irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to venue of any such action, suit or proceeding brought in the Court. The Parties agree that the Court shall retain exclusive jurisdiction to enforce the terms of this Agreement.

12.2 Save in respect of the enforcement of the provisions of this Agreement, Klein and EAC do not submit to the jurisdiction of the Court or consent to become party to the Proceedings.

13. COUNTERPARTS

13.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

13.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart within 14 days of completion.

13.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

14. VARIATION

No variation of this Agreement (whether purported to be imposed by the Court under the

Court Order or otherwise) shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

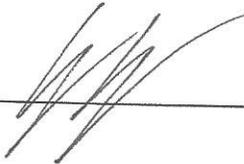
[EXECUTION CLAUSE FOLLOWS ON NEXT PAGE]

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by **CARSTEN KLEIN**
Director, for and on behalf of
EQUITY ACQUISITION COMPANY LTD.



SIGNED by **CARSTEN KLEIN**



SIGNED by **KATHY BAZOIAN PHELPS**
Solely in her capacity as Successor Receiver
of each and all of the **SRA ENTITIES**

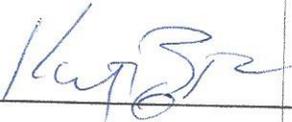


EXHIBIT 1

January ____, 2020

BY FEDERAL EXPRESS

Monroe Labouisse
1305 Hayne Road
Hillsborough, CA 94010

Re: SRA Management Associates LLC et al. Receivership
SEC v. Bivona, et al., U.S. Dist. Ct., N.D. Cal. Case No. 3:16-cv-01386-EMC

Dear Mr. Labouisse:

We refer to a Forward Purchase and Sale of Securities Agreement between you and Equity Acquisition Company, Ltd (“**EAC**”), dated June 17, 2015 (the “**Forward Purchase Agreement**”). Under the Forward Purchase Agreement, you agreed to transfer 12,500 shares of Airbnb Inc. common stock you own to EAC (the “**Airbnb Shares**”) after Airbnb Inc. completes a public offering of its common stock and certain lockup restrictions on the Airbnb Shares expire.

EAC has entered into a settlement agreement with Kathy Bazoian Phelps in her capacity as the court-appointed receiver of SRA Management Associates, LLC, SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV, LLC, Clear Sailing Group V, LLC, Felix Multi-Opportunity Fund I, LLC, Felix Multi-Opportunity Fund II, LLC, Felix Management Associates, LLC, NYPA Fund I, LLC, NYPA Fund II, LLC, NYPA Management Associates, LLC and Solis Associates Fund (the “**Receiver**”). Under the terms of the above settlement agreement (the “**Settlement Agreement**”), EAC and the Receiver have agreed to allocate securities of various companies to which EAC and the Receiver each hold competing claims. Among the securities being allocated are the 12,500 shares of Airbnb Inc. common stock that you are to transfer to EAC under the Forward Purchase Agreement.

The United States District Court for the Northern District of California (the “**Court**”) has issued an order approving of the Settlement Agreement and the allocation of the Airbnb Shares. A copy of the Court’s order is enclosed for your reference.

Accordingly, at the time specified in the Forward Purchase Agreement for you to deliver the Airbnb Shares to EAC, EAC instructs you to execute assignments and deliver instructions to Airbnb and its transfer agent to assign the Airbnb Shares as follows:

- 11,125 of the Airbnb Shares to “Estate of Saddle River Management”;
- 1,250 of the Airbnb Shares to EAC or such other person as EAC designates.

You are not to allocate the Airbnb Shares other as described above unless you receive written instructions executed by both EAC and the Receiver to such allocation or are otherwise directed by the Court.

We ask that you sign below to acknowledge your receipt of this letter and return that letter to EAC and the Receiver at your earliest convenience. If you have any questions regarding the foregoing or require any additional documents or instructions, please do not hesitate to contact EAC and the Receiver.

Thank you for your cooperation and prompt response.

Very truly yours,

EQUITY ACQUISITION COMPANY, LTD.

By: Carsten Klein
Its Managing Member

By: Roderick M. Forrest
Its Counsel
Wakefield Quin Limited (Bermuda)
Email: RForrest@wq.bm
Direct Line: +(441) 494-4040

THE RECEIVER

Kathy Bazoian Phelps,
Receiver
Diamond McCarthy LLP
Email: kphelps@diamondmccarthy.com
Tel. (310) 651-2997

I ACKNOWLEDGE RECEIPT OF THE ABOVE INSTRUCTIONS

Date" _____

Monroe Labouisse

EXHIBIT 2

January ____, 2020

BY FEDERAL EXPRESS

Michael H. Irvine
Gunderson Dettmer Stough Vinneneuve Franklin & Hachigian, LLP
1200 Seaport Boulevard
Redwood City, CA 94063

Alex Gorman
Legal Counsel
Palantir Technologies Inc.
100 Hamilton Avenue
Palo Alto, CA 94301

Re: SRA Management Associates LLC et al. Receivership
SEC v. Bivona, et al., U.S. Dist. Ct., N.D. Cal. Case No. 3:16-cv-01386-EMC

Dear Mr. Irvine and Mr. Gorman:

We are informing you of a proposed transfer of 317,649 shares of Palantir Technologies, Inc. Class A Common Stock (the “**Shares**”) owned by Equity Acquisition Company, Ltd (“**EAC**”) to Kathy Bazoian Phelps in her capacity as the court-appointed receiver of SRA Management Associates, LLC, SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV, LLC, Clear Sailing Group V, LLC, Felix Multi-Opportunity Fund I, LLC, Felix Multi-Opportunity Fund II, LLC, Felix Management Associates, LLC, NYPA Fund I, LLC, NYPA Fund II, LLC, NYPA Management Associates, LLC and Solis Associates Fund (the “**Receiver**”). The transfer is being made pursuant to a settlement agreement between EAC and the Receiver to resolve certain claims between EAC and entities for which the Receiver has been appointed (the “**Settlement Agreement**”). The Settlement Agreement will be submitted for approval by the United States District Court for the Northern District of California (the “**Court**”), and the transfer will not take place unless and until the Court approves that transfer. The Receiver will not make payment of cash or other property to EAC for the transfer of the Shares.

The Shares are subject to a right of first refusal held by Palantir Technologies, Inc. (“**Palantir**”) and agreements between Palantir and EAC that require the Palantir’s prior consent to any transfer of such shares by EAC (the “**Stock Purchase Agreements**”). To facilitate the settlement described above, EAC and the Receiver request that Palantir consent to the transfer of the Shares by EAC to the Receiver and waive any right of first refusal Palantir has under the Stock Purchase Agreement to repurchase the Shares in connection with this transfer. The Receiver acknowledges that the Shares will continue to be subject to these restrictions on transfer

and the right of first refusal under the Stock Purchase Agreements until such time as those agreements provide that these restrictions and right of first refusal terminate will terminate.

Either EAC or the Receiver will provide you with notice of the Court's order approving of the Settlement Agreement when it is issued. The Shares will be issued in the name of "Estate of Saddle River Management" upon their transfer to the Receiver.

We ask that you sign below to acknowledge Palantir's consent to the above transfer of the Shares from EAC to the Receiver and the waiver of any right of first refusal it may have under the Stock Purchase Agreements with respect to that transfer. If you have any questions regarding the foregoing or require any additional documents or instructions, please do not hesitate to contact the undersigned at your earliest convenience.

Thank you for your cooperation and prompt response.

Very truly yours,

Kathy Bazoian Phelps,
Receiver
Diamond McCarthy LLP
Email: kphelps@diamondmccarthy.com
Tel. (310) 651-2997

Equity Acquisition Company, Ltd.

By: Carsten Klein
Its Managing Member

By: Roderick M. Forrest
Its Counsel
Wakefield Quin Limited (Bermuda)
Email: RForrest@wq.bm
Direct Line: +(441) 494-4040

CONSENT OF PALANTIR:

Based on the representations and agreements of EAC and the Receiver set forth above, Palantir consents to the above-described transfer of the Shares and to waive any right of first refusal it may have with respect to that transfer.

Date: _____

PALANTIR TECHNOLOGIES, INC.

By: _____

Title: _____

EXHIBIT 3

January ____, 2020

BY FEDERAL EXPRESS

ZocDoc Inc.
568 Broadway, Second Floor
New York, NY 10012
Attn.: Oliver Kharraz, MD, Chief Executive Officer
Scott Kim, President

Re: SRA Management Associates LLC et al. Receivership
SEC v. Bivona, et al., U.S. Dist. Ct., N.D. Cal. Case No. 3:16-cv-01386-EMC

Dear Dr. Kharraz and Mr. Kim:

We are informing you of a proposed transfer of in **1,495** shares of ZocDoc Inc. (the “**Shares**”) owned by Equity Acquisition Company, Ltd (“**EAC**”) to Kathy Bazoian Phelps in her capacity as the court-appointed receiver of SRA Management Associates, LLC, SRA I LLC, SRA II LLC, SRA III LLC, Clear Sailing Group IV, LLC, Clear Sailing Group V, LLC, Felix Multi-Opportunity Fund I, LLC, Felix Multi-Opportunity Fund II, LLC, Felix Management Associates, LLC, NYPA Fund I, LLC, NYPA Fund II, LLC, NYPA Management Associates, LLC and Solis Associates Fund (the “**Receiver**”). The transfer is being made pursuant to a settlement agreement between EAC and the Receiver to resolve certain claims between EAC and entities for which the Receiver has been appointed (the “**Settlement Agreement**”). The Settlement Agreement will be submitted for approval by the United States District Court for the Northern District of California (the “**Court**”), and the transfer will not take place unless and until the Court approves that transfer. The Receiver will not make payment of cash or other property to EAC for the transfer of the Shares.

To facilitate the settlement described above, EAC and the Receiver request that ZocDoc acknowledge receipt of any and all required notice regarding the transfer of the Shares. The Receiver acknowledges that the Shares will continue to be subject to all applicable restrictions on transfer until such time as any agreements, regulations or laws provide that these restrictions will terminate.

Either EAC or the Receiver will provide you with notice of the Court’s order approving of the Settlement Agreement when it is issued. The Shares will be issued in the name of “Estate of Saddle River Management” upon their transfer to the Receiver.

We ask that you sign below to acknowledge ZocDoc’s receipt of notice and consent to the above transfer of the Shares from EAC to the Receiver. If you have any questions regarding the foregoing or require any additional documents or instructions, please do not hesitate to contact the undersigned at your earliest convenience.

Thank you for your cooperation and prompt response.

Very truly yours,

Kathy Bazoian Phelps,
Receiver
Diamond McCarthy LLP
Email: kphelps@diamondmccarthy.com
Tel. (310) 651-2997

Equity Acquisition Company, Ltd.

By: Carsten Klein
Its Managing Member

By: Roderick M. Forrest
Its Counsel
Wakefield Quin Limited (Bermuda)
Email: RForrest@wq.bm
Direct Line: +(441) 494-4040