

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	CHAPTER 11
BULLIONDIRECT, INC.,	§	
	§	CASE NO. 15-10940-tmd
Debtor.	§	

APPLICATION FOR EMPLOYMENT OF FINANCIAL ADVISOR

This pleading requests relief that may be adverse to your interests.

If no timely response is filed within twenty-one (21) days from the date of service, the relief requested herein may be granted without a hearing being held.

A timely filed response is necessary for a hearing to be held.

The Debtor-in-Possession applies to the Court to allow the employment of Unique Strategies Group, Inc. as its financial advisor to represent it in this case, and in support thereof would show as follows:

Summary of Relief Requested

Debtor desires to employ Unique Strategies Group, Inc. to represent it on the terms set forth in the retention agreement attached to this Application.

1. This Chapter 11 bankruptcy was filed on July 20, 2015.
2. The Debtor desires to employ the firm of Unique Strategies Group, Inc. ("the Firm"), 7028 Cielo Azul Pass, Austin, TX 78732, to serve as its financial advisor in this case.
4. This Firm has been selected by the Debtor because the financial advisors in the Firm are knowledgeable and experienced in the business of the Debtor and the bankruptcy process, as well as other areas of commercial enterprises and business transactions. The Chief Restructuring Officer of the Debtor is a principal of the Firm whose services are provided for under the Debtor's proposed agreement with the Firm.
5. The professional services to be rendered and the proposed arrangement for compensation are set forth in the Engagement Letter attached hereto as *Exhibit A*. The resume of Dan Bensimon is attached as *Exhibit B*. The Firm's customary fees and expenses incurred in connection with this representation are to be paid by the bankruptcy estate.

6. The history and complexity of Debtor's business are set forth in the *Declaration of Dan Bensimon in Support of Debtor's Petition and First Day Motions* (Doc#16), which is incorporated by reference pursuant to Fed. R. Civ. P. 10(c) and Bankruptcy Rule 7002. Debtor has no pre-petition employees of BullionDirect on which to rely for information necessary to prepare schedules, Statement of Financial Affairs or Debtor-in-Possession reports. In addition, Debtor needs the experience and expertise of the Firm to analyze claims, potential litigation and disposition of assets.

7. In addition to the precious metals website, BullionDirect, Inc. ("BDI") has developed a separate proposed line of business in order to offer for sale or license the website platform upon which the www.bulliondirect.com website is based. BDI also formed a wholly owned subsidiary, Nucleo Development Company, LLC, which is not a debtor, to develop the software for implementation of BDI's business process patent as well as other intellectual property. Nucleo Development must be operated in close association with BDI, but is thought to be a better entity through which marketing and development can take place. Dan Bensimon was designated the general manager of Nucleo Development and USGI is to be hired on the terms set forth in an engagement letter attached as *Exhibit C*. Debtor is obligated to report on Nucleo Development Company, LLC under Bankruptcy Rule 2015.3.

8. The proposed arrangement of compensation is as follows: such applicant financial advisor will apply to the Court for compensation pursuant to Bankruptcy Rule 2016, and under the terms of the 5th Circuit Court of Appeals' ruling in the case In Re First Colonial Corporation of America, 544 F.2d 1291 (5th Cir. 1979) and other applicable case law, except as may be modified by the Court.

9. The hourly rates to be charged by the personnel of the Firm who will be working on this case are at this time as follows:

Dan Bensimon	\$300.00
Beth Whatley	\$200.00
Staff Analysts	\$150.00

Such hourly rates may be raised in the future, subject to approval of the Court as being reasonable under the procedures set out in Paragraph 8. Firm may be entitled to an incentive compensation as set forth in Exhibit A.

10. Other professionals in the same profession who have been hired by the bankruptcy estate are as follows: None.

11. To the best of the Debtor's knowledge, these financial advisors have no interest adverse to the Debtor on any of the matters upon which they are to be engaged, and their employment would be in the best interest of this estate. Applicant has provided an affidavit detailing any prior involvement of the Firm with interested parties, if any.

12. A copy of this Application has been provided to the Debtor, the Debtor's attorney, the United States Trustee, and the parties on the proposed Master Service List. In light of the

relief requested in this Application, the Applicant requests that no further notice need be provided.

WHEREFORE, the Debtor requests an order of the Court allowing the retention of Unique Strategies Group, Inc. as financial advisor for the Debtor herein upon the terms described in this application and for such other relief as is just.

Respectfully submitted,

BULLIONDIRECT, INC.

By:


Dan Bensimon, President

Respectfully submitted,

MARTINEC, WINN & VICKERS, P.C.
919 Congress Avenue, Suite 200
Austin, TX 78701- 2117
(512) 476-0750/FAX (512) 476-0753
martinec@mwvmlaw.com

By:


Joseph D. Martinec

State Bar No. 13137500

PROPOSED ATTORNEYS FOR DEBTOR-IN-
POSSESSION

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE: §
§ CHAPTER 11
BULLIONDIRECT, INC., § CASE NO. 15-10940-tmd
Debtor. §

STATE OF TEXAS)
) **AFFIDAVIT OF PROPOSED ADVISOR**
COUNTY OF TRAVIS)

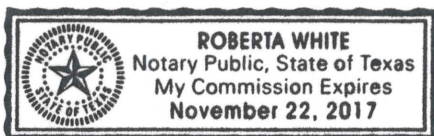
I, Dan Bensimon, state on oath as follows:

1. I am the director and Secretary of Unique Strategies Group, Inc.
2. The firm of Unique Strategies Group, Inc. ("the Firm") maintains an office at 7028 Cielo Azul Pass, Austin, TX 78732.
3. The Firm has no connection with the above named Debtor, its creditors, any other party in interest herein, their respective attorneys and accountants, the U. S. Trustee, or any person employed in the office of the U. S. Trustee, except as set forth in Paragraph 5 below, if any.
4. I have reviewed the list of creditors herein, and to the best of my knowledge the Firm and I represent no interest adverse to the Debtor herein in the matters upon which the Firm is to be engaged.
5. Nucleo Development Company, LLC has hired the Firm, and Dan Bensimon has been designated its general manager. The Firm may employ certain former employees of the Debtor on a contract basis, including possibly Brad Plies, the person most familiar with the Debtor's website, database and procedures. Plies may be a very minor shareholder of BullionDirect, Inc.

UNIQUE STRATEGIES GROUP, INC.
7028 Cielo Azul Pass
Austin, TX 78732

By: 
Dan Bensimon

SUBSCRIBED and sworn to before me this 30th day of July, 2015.




Notary Public, State of Texas

CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing *Application for Employment of Financial Advisor* was sent by first class mail, postage prepaid, to the following on the 30th day of July, 2015:

BullionDirect, Inc.
P.O. Box 1987
Austin, TX 78767-1987

U. S. Trustee
903 San Jacinto Blvd., Ste. 230
Austin, TX 78701-2450

and to the creditors and parties in interest listed on the attached Service List.



Joseph D. Martinec

**Unique Strategies Group, Inc.
7028 Cielo Azul Pass
Austin, Texas 78732**

July 20, 2015

BullionDirect, Inc.
PO Box 1987
Austin, TX 78767

To the Directors:

We are pleased that BullionDirect, Inc. (BDI) is considering engaging Unique Strategies Group, Inc. (USG) to act as its Chief Restructuring Officer (CRO)¹ and financial advisor to explore strategic alternatives for Bullion Direct, Inc.

We look forward to working with you on this endeavor and have set forth the agreed upon terms of our engagement. As part of our engagement:

- a) We will provide Dan Bensimon to serve as CRO.
- b) Upon mutual agreement, USG will provide additional personnel as are necessary to assist the CRO in performing his duties.
- c) In his capacity as CRO, Dan Bensimon will perform duties typically performed by the Chief Executive Officer.
- d) With the assistance of additional personnel, the CRO will perform an overall operational and financial review of BDI and review all BDI financial information that will be provided to its creditors.
- e) The CRO and additional personnel will assist with the identification and management of cash flow procedures, and prepare long term cash flow projections..
- f) The CRO shall serve as principal contact for BDI dealing with financial and operational matters.
- g) The CRO and additional personnel shall assist BDI in the preparation of a chapter 11 filing, if necessary.
- h) The CRO and additional personnel will continue to be employed by USG. Any other personnel required to complete the functions necessary to operate BDI in a bankruptcy environment will be employed by BDI.

Neither USG nor any of its personnel have ever been involved with the operations of BDI, nor any of its subsidiaries, nor any sales, purchasing or other development or administrative services. We will rely on shareholders and other BDI personnel to obtain institutional history as to any of BDI's or its subsidiaries' activities prior to our being hired. We will perform our services on a time and materials basis. We will submit our invoices monthly, to be approved by the bankruptcy court pursuant to the provisions of the Bankruptcy Code and the orders of the court relating to compensation of professionals.

¹ Dan Bensimon will also serve as President, Secretary and Sole Director

EXHIBIT

A

exhibitster.com

Our billing rates are as follows:

Dan Bensimon \$300 an hour
Beth Whatley \$200 an hour
Staff Analysts \$150 an hour

In addition to the hourly compensation, USG will be entitled to incentive compensation if a liquidation plan or reorganization is approved by the bankruptcy court in the following order:

Within 7 months of the filing date \$150,000
Within 12 months of the filing date \$100,000

We represent and warrant that each of our employees and other representatives performing services hereunder have and will maintain throughout the term of this engagement any licenses and permits necessary to perform the services. We will comply with all applicable laws in performing our services.

We look forward to working with you. If you have any questions, please feel free to contact me.

Sincerely,



Dan Bensimon/Unique Strategies Group, Inc.

AGREED AND ACCEPTED:



Charles McAllister, President and Sole Director
BullionDirect, Inc.

INDEMNIFICATION AGREEMENT

This indemnity is made part of and in consideration for an agreement, dated July 20, 2015 (which together with any renewals, modifications or extensions thereof is herein referred to as the "Agreement") by and between Unique Strategies Group, Inc. (referred to as USG) and Bullion Direct, Inc. and its subsidiaries (collectively referred to as BDI) for services to be rendered to BDI by USG.

A. BDI agrees to indemnify and hold harmless each of USG, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for other professionals (including employees of USG, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. BDI also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to BDI for or in connection with the engagement of USG, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. BDI further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which BDI may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or USG's and its personnel's role under the Agreement, USG or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or USG or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, BDI will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which an Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify BDI with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify BDI will not relieve BDI from its obligation hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. BDI shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and BDI hereby accepts their undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against BDI, BDI may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents BDI, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counselor serving as counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and BDI such counsel is unable to represent both the Indemnified Party and BDI, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and BDI shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing contained herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. BDI will be liable for any settlement of any claim against an Indemnified Party made with BDI's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of BDI, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event BDI and USG seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which USG would continue to be engaged by BDI, BDI shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion,

action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. BDI will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of USG's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of BDI, any other agreements, any vote of stockholders or disinterested directors of BDI, any applicable law or otherwise.



Dan Bensimon/Unique Strategies Group, Inc.

Agreed:



Charles McAllister, President and Sole Director
BullionDirect, Inc.

Agreed:



Charles McAllister, General Manager
Nucleo Development Company, LLC

Dan Bensimon
7028 Cielo Azul Pass
Austin, Texas 78732

Highlights of Professional Experience:

LivePet, LLC. (2013 – Present)

Managing Member of Holding Company and its subsidiaries created to develop IP and products initially related to animal health. Various patents are pending, and development of production process is completed.

Unique Strategies Group, Inc. (1988 – Present) Principal

A financial consulting company specializing in: reorganization of corporate structures; in-depth analyses of corporate business plans and financial viability; bankruptcy/litigation strategic and analytical support; restructure of real estate and real estate related companies.

Crescent Resources Litigation Trust (2010- Present) Trustee

Through litigation and settlements, the Trust was able to recover enough funds to far exceed the projected return to approved unsecured creditors.

Crescent Resources, LLC and Subsidiaries, Crescent Resources Unsecured Creditors Committee (2009 –2010) Financial Advisor and Analyst

Crescent Resources was the largest privately held real estate entity to ever file for bankruptcy.

Liquidating Trustee of Comdaq.com bankruptcy dealing entirely with Sale of intellectual property. (2003-2004)

Liquidation Trustee of Living.com Including the liquidation of its intellectual properties. (2003-2005)

Owner/Operator (1989-Present)

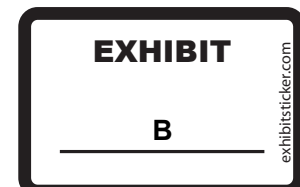
Own and operate several real estate entities for the purpose of developing residential lots and building single family homes and income producing properties.

Financial Adviser (1986- Present)

Engaged as a consultant to advise on financial affairs, corporate structures, economic functionality of general operations, and strategic modifications to business plans for many entities in Chapter 11 bankruptcies.

Big Red Sun, Inc. (2008) Receiver

Negotiated a separation of assets and operations between owners to the benefit of all. Creditors were paid 93% upon proper disposition of the corresponding real estate.



Nash Phillips Copus, Inc. (1986-1988) President (while in Chapter 11).

The largest privately held homebuilder in the country at the time. Assets of the combined entities totaled over \$500 million consisting of over 60 different projects.

Milton Development Corporation (1985-1986) Vice President.

Reorganized the company's financial operation.

Touche Ross & Co. (1968-1985) Accountant/ Partner

Started as an accountant in Auditing. Career was interrupted for three years after serving in Special Forces in the Army in 1968. Became a partner in 1979. Worked in the Los Angeles, Washington, D.C., New York, Paris and Austin offices. In charge of European audit operations 1979-1982.

Military Service (1968-1971) Army Special Forces after graduating Officers Candidate School.

Education (1964-1968) University of Maryland Bachelor of Science degree in Accounting and Economics.

**Unique Strategies Group, Inc.
7028 Cielo Azul Pass
Austin, Texas 78732**

July 20, 2015

Nucleo Development Company, LLC
PO Box 1987
Austin, TX 78767

To the Directors:

We are pleased that Nucleo Development Company, LLC. (Nucleo) is considering engaging Unique Strategies Group, Inc. (USG), to act as its Chief Executive Officer (CEO) and financial advisor to explore strategic alternatives for Nucleo.

We look forward to working with you on this endeavor and have set forth the agreed upon terms of our engagement. As part of our engagement:

- a) We will provide Dan Bensimon to serve as CEO¹.
- b) Upon mutual agreement, USG will provide additional personnel as are necessary to assist the CEO in performing his duties.
- c) In his capacity as CEO, Dan Bensimon will perform duties typically performed by the Chief Executive Officer.
- d) With the assistance of additional personnel, the CEO will perform an overall operational and financial review of Nucleo and review all Nucleo financial information that will be provided to its creditors..
- e) The CEO and additional personnel will assist with the identification and management of cash flow procedures and prepare long term cash flow projections..
- f) The CEO shall serve as principal contact for Nucleo dealing with financial and operational matters.
- g) The CEO and additional personnel will continue to be employed by USG.

Neither USG, nor any of its personnel have ever been involved with the operations of Nucleo, nor any of its subsidiaries, nor any sales, purchasing or other development or administrative services. We will rely on the shareholders and other Nucleo personnel to obtain institutional history as to any of Nucleo's or its subsidiaries' activities prior to our being hired. We will perform our services on a compensation and expense reimbursement manner as follows:

Dan Bensimon \$3,500 a month
Beth Whatley \$2,500 a month
Staff Analysts \$150 an hour

EXHIBIT

C

exhibitsticker.com

¹ To the extent required, Dan Bensimon will also be designated President, Secretary and Sole Director of Nucleo Development, LLC.

In addition to the monthly compensation, USG will be entitled to incentive compensation in the following order:

Five percent of gross sales in year one
Four percent of gross sales in years two through five.

We represent and warrant that each of our employees and other representatives performing services hereunder have and will maintain throughout the term of this engagement any licenses and permits necessary to perform the services. We will comply with all applicable laws in performing our services.

We look forward to working with you. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Bensimon', with a long horizontal flourish extending to the right.

Dan Bensimon/Unique Strategies Group, Inc.

AGREED AND ACCEPTED:

A handwritten signature in blue ink, appearing to read 'Charles McAllister', with a stylized 'GM' at the end.

Charles McAllister, General Manager
Nucleo Development Company, LLC

INDEMNIFICATION AGREEMENT

This indemnity is made part of and in consideration for an agreement, dated July 20, 2015 (which together with any renewals, modifications or extensions thereof is herein referred to as the "Agreement") by and between Unique Strategies Group, Inc. (referred to as USG) and Bullion Direct, Inc. and its subsidiaries (collectively referred to as BDI) for services to be rendered to BDI by USG.

A. BDI agrees to indemnify and hold harmless each of USG, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the costs for other professionals (including employees of USG, based on their then current hourly billing rates) in investigating, preparing or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. BDI also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to BDI for or in connection with the engagement of USG, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. BDI further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which BDI may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or USG's and its personnel's role under the Agreement, USG or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or USG or any of its personnel (including former employees) or any other Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, BDI will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which an Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify BDI with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify BDI will not relieve BDI from its obligation hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. BDI shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and BDI hereby accepts their undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against BDI, BDI may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents BDI, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counselor serving as counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and BDI such counsel is unable to represent both the Indemnified Party and BDI, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and BDI shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing contained herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. BDI will be liable for any settlement of any claim against an Indemnified Party made with BDI's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of BDI, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event BDI and USG seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which USG would continue to be engaged by BDI, BDI shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion,

action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. BDI will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of USG's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of BDI, any other agreements, any vote of stockholders or disinterested directors of BDI, any applicable law or otherwise.



Dan Bensimon/Unique Strategies Group, Inc.

Agreed:



Charles McAllister, President and Sole Director
BullionDirect, Inc.

Agreed:



Charles McAllister, General Manager
Nucleo Development Company, LLC

BULLIONDIRECT, INC.
Chapter 11 No. 15-10940-tmd
Mailing Labels – Master Service List

Irmen, Travis
102 Mertz Ln.
Cedar Park, TX 78613-3271

Parties Requesting Notice

Amended: 7/30/2015

BullionDirect, Inc.
P.O. Box 1987
Austin, TX 78767-1987

Thomas, Blake
4421 Hank Ave.
Austin, TX 78745

Kay D. Brock (Travis County)
Assistant Travis County Attorney
P.O. Box 1748
Austin, TX 78767
kay.brock@traviscountytexas.gov
(Via ECF or e-mail)

Dan Bensimon
7028 Cielo Azul Pass
Austin, TX 78732

Rakuten Marketing LLC
215 Park Avenue South, 8th Floor
New York, NY 10003

Jeffrey R. Erler/Laura Fontaine
Gruber Hurst Elrod Johnsen Hail Shank, LLP
(Diamond State & Dillon Gage)
1445 Ross Avenue, Ste. 2500
Dallas, TX 75202
(Via ECF or e-mail)

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Proposed Order

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

IN RE:	§	
	§	CHAPTER 11
BULLIONDIRECT, INC.,	§	
	§	CASE NO. 15-10940-tmd
Debtor.	§	

ORDER APPROVING EMPLOYMENT OF FINANCIAL ADVISOR

Upon Debtor's application to employ Unique Strategies Group, Inc. as financial advisor, and it appearing that said persons or Firm do not hold or represent any interest adverse to the estate and are disinterested persons within the meaning of 11 U.S.C. § 101(14), and being further satisfied that the application to employ said professional addresses the requirements of Bankruptcy Rule 2014, it is

ORDERED that the employment of Unique Strategies Group, Inc. as financial advisor for the Debtor-in-Possession in this case be, and it hereby is, approved.

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Order prepared by:

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