

Exhibit 6

to

**Affirmation of Michael A. Rollin in Support of Order to
Show Cause Why The Court Should Not Continue The Trial
Following The September Trial Dates to Allow Discovery
Concerning Newly Disclosed Evidence**

In The Matter Of:
Bank of New York Mellon v.

Oral Argument
April 12, 2013

Supreme Court State of New York - Civil Term
60 Centre Street, Room 420
New York, New York 10007
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Proceedings

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2 THE COURT: If they don't prove it to me they are
3 not getting that finding. That's the risk they are going to
4 bear. I don't know if it's going to fall apart if half of
5 those findings aren't able to be made or not.

6 MR. INGBER: The risk is up, there is a proposed
7 final order of judgment, your Honor is going to hear the
8 evidence, it's going to involve nonprivileged information.
9 You are going to go through the proposed final order of
10 judgment and decide which of those findings your Honor is
11 going to accept.

12 A few just very quick points. You are exactly
13 right, there is a disconnect between arguing that an
14 indemnity, which we're contractually entitled to, presents a
15 conflict relating to settlement agreement. How does an
16 indemnity that we're contractually entitled to incentivize
17 us to take a bad deal. Indemnities are a good thing.
18 Indemnities are baked into these contracts because trustees
19 are getting paid cents on the dollar compared to other
20 parties of the deal. They are not going to incur the legal
21 expenses and fees associated with getting involved in a
22 negotiation or getting involved in a litigation unless there
23 is indemnity. That is why the contracts are so clear, that
24 the trustee is entitled to an indemnity and the trustee is
25 entitled to any indemnity that it believes is satisfactory
26 to it.